



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a one month notice to end tenancy for cause issued on April 18, 2014.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

In a case where a tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the notice.

Issue to be Decided

Should the notice to end tenancy issued on April 18, 2014, be cancelled?

Background and Evidence

The parties agree that a one month notice to end tenancy for cause was served on the tenant indicating that the tenant is required to vacate the rental site on May 31, 2014.

The reason stated in the notice to end tenancy was that the tenant or a person permitted on the property by the tenant has:

- Allowed an unreasonable number of occupant in the unit/site;
- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- adversely affect the quiet enjoyment, security, safety or physical well-being of an occupant or the landlord; and
- jeopardize a lawful right or interest of another occupant or landlord.

At the outset of the hearing the tenant stated that she does not dispute the notice to end tenancy. The tenant stated that the landlord has been more than fair to her. The tenant stated that she has not been able to make arrangements to move the manufactured home and seeks an extension of the effective vacancy date.

The landlord stated that the tenant has had considerable time to make alternate arrangements. The landlord stated that he is agreeable to extend the effective vacancy date to June 30, 2014, however, does not agree with any further extension as he does not believe the tenant has demonstrated or proven that she has made any efforts to have the manufacture home moved and believes any further extension would be simply to delay the process.

Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

The tenant stated at the outset of the hearing that she does not disputing the notice to end tenancy and that the landlord has been fair. Therefore, I dismiss the tenant's application to cancel the notice, issued on April 12, 2014.

In this case, the effective vacancy date in the notice to end tenancy is May 31, 2014, the landlord is agreeable to extend the effective date to June 30, 2014.

Under 59 of the Act, the arbitrator may extend a time limit established by this Act, however, that can only be in exceptional circumstances. I find the tenant has failed to supply sufficient evidence that exceptional circumstances have incurred or that there has been any reasonable plan or efforts to have the manufacture home removed from the site.

As a result, the tenancy will legally end in accordance with the Act on the agreed extended effective vacancy date of June 30, 2014.

As I have dismissed the tenant's application, and the landlord has requested an order of possession. I find that the landlord is entitled to an order of possession effective **June 30, 2014 at 1:00 pm**, pursuant to section 48 of the Act.

Conclusion

The tenant's application to cancel a one month notice to end tenancy for cause is dismissed. The tenancy will legally end on June 30, 2014.

The landlord is granted an order of possession pursuant to section 48 of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 12, 2014

Residential Tenancy Branch

